DEED OF TRUST

Cecil Walker and Tawana Walker

This INDENTURE, made this 21 day of October, 2005, between Cecil and Tawana Walker, of the first part, and Rowland B. Hoff,

To {DEED OF TRUST

of the second part,

Rowland B. Hoff

WITNESSETH, That whereas, said parties, of the first part, being indebted to said parties of the second part, in the sum of evidenced by a Promissory Note of even date and like amount herewith, bearing interest and being due and repayable as provided in said Note, with Final Maturity if not sooner paid, of:

November 01, 2007, and the parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and the sum of One Dollar to the parties of the of the first part, paid by Donna R. Chappell,, Trustee, the parties of the first part, have this day granted, bargained, and sold to the said Trustee, the following described property, located in the County of DeSoto, and the State of Mississippi,

Lots 207, 208, and 209, Section B, Chickasaw Bluff Lakes Subdivision, located in Section 7, Township 3 South, Range 9 West, DeSoto County, Mississippi, as shown on Plat of said subdivision of record in Plat Book 6, Pages 29-34, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

A failure to pay installments when due, shall cause the entire unpaid indebtedness, to become immediately due and payable at the option of the owner and the holder of the Note. Makers of the Note shall have the right to prepay all or any part of said indebtness before Maturity without Penalty.

First party covenants with second party, to maintain fire and extended coverage insurance on any buildings located on said land during the life of this trust deed with loss payable clause in favor of second party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

In the event the above described property is sold or transferred without written permission from the holder of said Note, the unpaid balance secured hereby shall be immediately due and payable.

A late charge of \$20.00 or 5%, whichever is greater, of any delinquency more than 10 days past due, may be charged by the holder of this Note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before as stated above, then this instrument to be void; but in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to the law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

- Cel wow
Witness Zawana lext lker
Cecil Walker and Tawana Walker
STATE OF MISSISSIPPI, DESOTO COUNTY,
Personally appeared before me, <u>the undersigned authority</u> of said County, the within named
Cecil Walker and Tawana Walker
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this <u>21</u> day of October, 2005.
MY COMMISSION EXPIRES: (864) The W. E. Laus Chancer Chil
Jan 7, 2008 By NOTARY PUBLIC & Cherles
Prepared by and return to:
ROWLAND B. HOFF
955 PALMER ROAD
MEMPHIS, TN 38116
901-461-5253 11 88.85

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